R. R., 142 N. C. 400; SUTHERLAND, STATUTORY CONSTRUCTION, 427. Much more stringent and confiscatory state laws have been upheld in late years. *Patstone* v. *Pa.*, 232 U. S. 138; *Siez* v. *Hesterburg*, 211 U. S. 31; *Lawton* v. *Steel*, 152 U. S. 133. In the late case of *Gherna* v. *State*, (Arizona) 146 Pac. 494, a constitutional amendment prohibiting the sale of intoxicating liquors was upheld as a valid exercise of the police power even though it caused a loss of investments already made in those commodities. There was also a clause in this amendment which prohibited the importation of intoxicating liquors into the state, but the court was correct in refusing to consider the validity of this section, and of the WEBB-KENYON ACT as the defendant was indicted for selling, not importing, and the court declared the sections separable. The question on the WEBB-KENYON ACT will no doubt arise soon in Arizona under the other clause of the constitutional provision.

CONTRACTS—CONSTRUCTION OF LIMITING LIABILITY CLAUSE.—Appellee shipped certain goods over appellant's road under a contract limiting the liability of the appellant in case of injury or loss to $100. Part of the goods were injured, the actual value of which was over the stipulated amount. The question was whether the whole value up to $100 or only a proportionate part could be recovered. *Held*, that the whole loss up to $100 could be recovered. *Central of Georgia Ry. Co.* v. *Broda*, (Ala. 1914) 67 So. 437.

The court in deciding the case admitted that the cases and text writers are in direct conflict on the subject, and decides that the contract should be construed strictly against the railroad company and in favor of the shipper. The reasoning of the courts which follow this side of the question is that the parties do not agree as to the value of the goods but only as to the amount the carrier shall pay in case of injury and hence if the injury reaches the limit, that amount should be paid and not a proportionate amount as would be the case if all the goods were valued at the stipulated price. In addition to the courts cited in the principal case the following also hold the same view. *Huguelet* v. *Warfield*, 65 S. E. 985; *Carleton* v. *N. Y. C. & H. R. R. Co.*, 117 N. Y. Supp. 1021; *Visanka* v. *Southern Exp. Co.*, 75 S. E. 962. Other courts take the view that the contract does fix the whole value of the goods and in case of injury only a proportionate amount should be allowed as damages. HUTCHINSON, CARRIERS, § 429; *Goodman* v. *M. K. & T. Ry. Co.*, 71 Mo. App. 460; *Shelton* v. *Canadian Northern Ry.*, 189 Fed. 153.

CORPORATIONS—IMPLIED POWERS—SALE OF LIQUOR BY CLUB.—The Country Club in Austin, Texas was duly and legally incorporated under the state law. The charter authorized the corporation "to support and maintain a golf club and other innocent sports in connection therewith." A suit was brought to enjoin the club from maintaining a buffet and dispensing intoxicating liquors to its members upon the ground that such acts were not within the implied powers of the corporation. *Held* that an injunction would issue. *State* v. *Country Club* (Tex. 1915), 173 S. W. 570.

It is a general rule that a corporation has only such powers as are granted to it by its charter either expressly or as incidental to its existence. *Cumber-*

land Telephone and Telegraph Co. v. *City of Evansville,* 127 Fed. 187; *Daniels* v. *Wilson,* 73 Ill. App. 287; *Railway Co.* v. *Worthington,* 88 Tex. 562. And in case of doubt arising from the language used in the charter, or the nature of the business claimed to be within the implied powers of the charter, or the general policy of the state in reference to the powers or privilege claimed, the doubt is resolved against the corporation. *Fertilizing Co.* v. *Hyde Park,* 97 U. S. 659; *People* v. *Palace Car Co.,* 175 Ill. 124; *People* v. *Gas Co.* 130 Ill. 268. In the principal case the court, after considering the charter of the corporation with reference to these principles and the general policy of the laws of Texas in regard to the liquor traffic, reached the conclusion that such acts were not within the implied powers of the golf club. In the light of present day views their decision was no doubt correct. A few years ago, however, the "nineteenth hole" was regarded, at least by golfers, as the most important one on the course, and a Scotch highball an essential to the Scotch game. The decision in the case clearly represents the changing spirit of the times.

CORPORATIONS—RIGHT OF MONOPOLY TO RECOVER ON CONTRACT OF SALE.—The Corn Products Company entered into a contract with the Wilder Manufacturing Company to sell glucose to the latter. Among the stipulations in the contract it was provided that the vendee was to receive a stipulated percentage upon the amount of the purchase made in one year, to be paid at the end of the following year, *provided* that during that time the company dealt with no one but the combination. Upon a suit by the refining company for the price of goods sold, the manufacturing company defended upon the grounds that the refining company had no legal existence as it was a combination in restraint of trade, and further that the contract itself being in restraint of trade, the plaintiff could not recover the price of goods sold thereunder. *Held*—that the refining company could recover. *D. R. Wilder Manufacturing Co.* v. *Corn Products Refining Co.,* 35 Sup. Ct. 398.

The manufacturing company having dealt with the refining company as an existing concern possessing the capacity to sell, the assertion that it had no existence because it was a combination in restraint of trade was irrelevant to the question of liability for goods sold, and being a mere collateral attack, could not be sustained. *Mackall* v. *Chesapeake & O. Canal Co.,* 94 U. S. 308, *American Steel & Wire Co.* v. *Wire Drawers etc. Union,* 90 Fed. 608. The remaining question in the case was whether the contract was a monopolistic one so as to come under the principle that a court will not lend its aid in any way to a party seeking to realize the fruits of an agreement that appears to be tainted with illegality. *Continental Wall Paper Co.* v. *Voight & Sons Co.,* 212 U. S. 28, 29 Sup. Ct. 280, 7 MICH. LAW REV. 608. The court held that a rebate contract such as this was distinguishable from one so illegal in character as that in *Continental Wall Paper Co.* v. *Voight and Sons Co.,* supra., and was merely collateral to the monopoly and not illegal. *U. S.* v. *Greenhut,* 51 Fed. 213; *Olmstead* v. *Distilling and Cattle Feeding Co.,* 77 Fed. 265; *Whitewell* v. *Continental Tobacco Co.,* 125 Fed. 454; *Bessire & Co.* v. *Corn Products Mfg. Co.,* (Ind. App.) 94 N. E. 353. The contract itself not